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Commonwealth of Kentucky

MASTER AGREEMENT

CONTRACT INFORMATION

MASTER AGREEMENT NUMBER: MA 758 2200000302

Effective Date:	8/1/22	Record Date:	
Expiration Date:	11/27/26	Procurement Folder:	794055
Document Description:	Small Package Delivery Service (UPS)	Procurement Type:	Special Authority Goods & Svcs
Cited Authority:	Intergovernmental Purchases	Version Number:	1

CONTACT INFORMATION

ISSUER:
Daniel Salvato
502-564-5862
daniel.salvato@ky.gov

VENDOR INFORMATION

Name /Address:	Contact:
KY0028440: UNITED PARCEL SERVICE PO BOX 7247-0244 PHILADELPHIA PA 19170-0001	UPS 800-877-1497 enterpriseaccounts@ups.com

COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
1	0.00000		$0.000000	$0.00			$0.00

Small Package Delivery Service (UPS)

Extended Description:
Small Package Delivery Service (UPS)

NASPO VALUEPOINT

PARTICIPATING ADDENDUM

SMALL PACKAGE DELIVERY SERVICES

Led by the **State of Utah**

Master Agreement #: MA065
Contractor: **United Parcel Services Inc**
Participating Entity: **STATE OF KENTUCKY**

Scope and Participation:

1. Scope:

This Participating Addendum includes the entire scope of the products and services available through the Master Agreement. Any scope exclusions specified herein apply only to this Participating Addendum and shall not amend or affect other participating addendums or the Master Agreement itself.

2. Participation:

Per KRS 45A.050(3), any political subdivision, including cities of all classes, counties, school districts, or special districts, may participate in this Participating Addendum to the same extent as the Commonwealth in accordance with the terms and conditions of this Participating Addendum. Issues of interpretation and eligibility for participation by such political subdivisions are solely within the authority of the State Chief Procurement Official. In the interest of reducing the risk of fraud and unauthorized re-selling of Contractor services, nothing in this Participating Addendum shall obligate Contractor to provide services to any organization or entity other than the Participating Entity and authorized Purchasing Entities. If Contractor believes that a Purchasing Entity's shipping characteristics evidence fraudulent use of this Participating Addendum for the benefit of for-profit companies or other unauthorized users, it may, in its sole discretion, refuse service to the Purchasing Entity without notice.

3. Term:

This Participating Addendum shall be in accordance with MA065 State of Utah Cooperative Contract Section 5. Notwithstanding any other effective date contained in the Contract, the rates established under the Contract will be effective no sooner than three weeks after the date Contractor receives a fully executed contract with all required approvals from the Department or as of the effective date, whichever is later.

4. Primary Contacts:

The following (or their named successors) are the primary contact individuals for this Participating Addendum:

CONTRACTOR:

Name:	Richard Wegner
Address:	55 Glenlake Pkwy, NE. Atlanta, GA. 30328
Telephone:	618-406-3543
Email:	rwegner@ups.com

PARTICIPATING ENTITY:

Name:	Commonwealth of Kentucky
Address:	200 Mero Street 5th Floor Frankfort Ky. 40622
Telephone:	502-564-5862
Email:	Daniel.salvato@ky.gov

Modifications and Additions to the Master Agreement

This Participating Addendum incorporates all terms and conditions of the Master Agreement as applied to the Participating Entity and Contractor, subject to the following limitations, modifications, and additions:

4.1 Tax Exempt Status:

Do not include Federal Excise Tax, Kentucky Sales or Use Tax in prices quoted in response to this master agreement (KRS 139.470(6).)

4.2 Cancellation Clause – 30 Days Notice:

Either party may cancel the contract established by giving written notice thirty (30) days prior to effective cancellation date. In the event such action is taken, the contract shall be null and void upon receipt of a Modification from the Office of Procurement Services canceling the contract (200 KAR 5:312.)

4.3 Service Performance:

All services performed under this contract, if applicable, shall be in accordance with the terms and provisions of the Master Agreement. It will be the agency's responsibility to ensure that such services rendered are performed and are acceptable. Major deviations of services performed will not be made without the written approval of the Office of Procurement Services and the Contractor. Problems that arise under any aspect of performance should first be resolved between the vendor and the agency. Either party should refer in writing any such problems and/ or disagreements that cannot be resolved to the Office of Procurement Services for settlement (FAP111-51-00 incorporated by 200 KAR 5:021.)

4.4 Addition or Deletion of Items or Services:

The Office of Procurement Services reserves the right to add new and similar items within the scope of this contract, with the consent of the vendor, to any contract. The terms of the Master Agreement will apply to applicable changes in price. The Office of Procurement Services to effect this change will issue a contract Modification. Until such time as the vendor receives a Modification, the vendor shall not accept Delivery Orders from any agency referencing such items or services(FAP111-11-00 incorporated by 200 KAR 5:021.) Any change to Contractor's rate and service guide will apply automatically once posted and approved through the NASPO ValuePoint website pricing documents.

4.5 Agreement between Parties:

The vendor agrees that a resulting contract is the complete and exclusive statement of the agreement between the parties, which supersedes all prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this solicitation. It is further agreed between the parties, that any valid modification of contractual agreement must be formalized by issuance of a Contract Modification from the Office of Procurement Services. Purchase or Sales Agreements, supplied by the bidder making an offer, in reply to the master agreement, will not be accepted. A Purchasing Entity or Participating Entity Purchase Order is not required to initiate services. Services shall be initiated consistent with Contractor's ordering documentation. In the event a Purchasing Entity or Participating Entity Purchase Order is used for ordering services, Contractor's ordering documentation shall also apply. Contractor shall have a right to deny any Purchasing Entity or Participating Entity Purchase Order. Services rendered to a Purchasing Entity or Participating Entity shall not affect such denial or be deemed evidence of acceptance. The parties agree that only Contractor's express agreement to a purchase order shall be binding. The Participating Entity expressly agrees to the inclusion of Contractor's Rate and Service Guide and Tariff/Terms and Conditions of Service as set forth in the NASPO Master Agreement.

4.6 Payments:

The vendor shall be paid, upon the submission of proper invoices to the receiving agency at the prices stipulated for the supplies delivered and accepted, or services rendered. Unless otherwise specified, payment will not be made for partial deliveries accepted. Payments will be made within thirty (30) working days after receipt of goods or a vendor's invoice in accordance with KRS 45.453 and KRS 45.454. An interest penalty of 1% will be added to the unpaid amount approved for each month or a fraction thereof after the 30-day payment period in accordance with KRS 45.454.

4.7 EEO Requirements:

The Equal Employment Opportunity Act of 1978 applies to All State government projects with an estimated value exceeding $500,000. The contractor shall comply with all terms and conditions of the Act (KRS 45.560 - KRS 45.640.)

http://finance.ky.gov/services/eprocurement/Pages/VendorServices.aspx

4.8 Governing Law:

This contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. Any action brought against the Commonwealth on the contract, including but not limited to actions either for breach of contract or for enforcement of the contract, shall be brought in Franklin Circuit Court, Franklin County, Kentucky in accordance with KRS 45A.245.

4.9 Accessibility:

Vendor hereby warrants that the products or services to be provided under this contract comply with the accessibility requirements of section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, part 1194. Vendor further warrants that the products or services to be provided under this contract comply with existing federal standards established under Section 255 of the Federal Telecommunications Act of 1996 (47 U.S.C. § 255), and its implementing regulations set forth at Title 36, Code of Federal Regulations, part 1193, to the extent the vendor's products or services may be covered by that act. Vendor agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services which is brought to its attention.

4.10 Provisions for Termination of the Contract:

The master agreement shall be subject to the termination provisions set forth in 200 KAR 5:312. Contractor retains its rights to terminate the contract for default or convenience. If the Participating Entity or Purchasing Entity order services without funds appropriated, the Participating Entity or Purchasing Entity will make good faith efforts to pay Contractor at the agreed-upon rates for such services rendered prior to the notice of non-Appropriation of funds. To the extent that the Participating Entity or Purchasing Entity notifies Contractor that no appropriated funds are available to pay Contractor for services, Contractor shall have the right, but not the obligation, to suspend all services to the Participating Entity or Purchasing Entity providing notice without such action constituting a default of the Participating Addendum. Service to the Participating Entity and other Purchasing Entities will not be affected by funding deficiencies of a single Purchasing Entity.

4.11 Disclosure of Violation of Statutes

Pursuant to KRS 45A.485, contractors are required to reveal final determinations of violation of certain statutes incurred within the last five (5) years and be in continuous compliance with those statutes during the contract. Where applicable, the vendor is required to complete and submit Report of Prior Violations of Tax and Employment Laws.

4.12 Discrimination (Effective April 8, 2015)

Discrimination (because of race, religion, color, national origin, sex, sexual orientation, gender identity, age, or disability) is prohibited. This section applies only to contracts utilizing federal funds, in whole or in part. Compliance with substantially similar federal contract requirements shall be deemed good faith compliance with this section, 4.12. During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity, or age. The contractor further agrees to comply with the provisions of the Americans with Disabilities Act (ADA), Public Law 101-336, and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. The contractor agrees to provide, upon request, needed reasonable accommodations. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability. Such action shall include, but not be limited to the following; employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability.

3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor agrees to comply with anti-discrimination requirements: as such, posting of the required notice in conspicuous places shall satisfy the contractor’s notice obligations under this section. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. As of the date of execution, no subcontractors are known to either party and neither party contemplates the use of a subcontractor in the performance of this contract.

4. The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965 as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.

5. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in or as otherwise provided by law.

7. The contractor will include the provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor, issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The

contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

4.13 Consolidated Quarterly Administrative Fee

Sales under this Participating Addendum shall be subject to an administrative fee that will be calculated in the following manner:

For each calendar quarter, the Participating Entity will receive an Administrative Fee from Contractor for the Net Transportation Charges (base transportation rates paid by Purchasing Entities based upon the rate chart/sheet exhibit to the NASPO Master Agreement only, excluding any “Fees and/or Additional Charges” as identified in Contractor’s Rate & Service Guide) in the amount of 1%.

The fee is to be remitted forty-five days after the last day of each quarter and will represent a single, one-time payment of the amount due as calculated from the sales during the prior quarter. This fee is not to be listed as a separate cost on invoices.

Instructions for remittance are as follows:

The administrative fee shall be paid in the form of a check payable to the Commonwealth of Kentucky – Office of Procurement Services for an amount equal to one percent (1%) of the net sales (less any returns, credits, or adjustments).

Checks should be mailed to:

Office of Procurement Services

200 Metro Street 5th Floor

Frankfort, Kentucky 40622.

Payments will be due according to the following schedule:

October, November, December — Due on or after February 15th

January, February, March — Due on or after May 15th

April, May, June — Due on or after August 15th

July, August, September — Due on or after November 15th

4.14 FAP Provisions:

ALL PROVISIONS OF FAP-110-10-00 INCORPORATED BY 200 KAR 5:021 SHALL BE PART OF THE AWARD CONTRACT.

Any limitations, modifications, or additions specified herein apply only to the agreement and relationship between Participating Entity and Contractor and shall not amend or affect other participating addendums or the Master Agreement itself.

5. Lease Agreements:

Lease Agreements are not permitted under this Master Agreement.

6. Subcontractors:

All contractors, dealers, and resellers authorized to provide sales and service support in Participating Entity's state, as shown on Contractor's NASPO ValuePoint-specific webpage, may provide sales and service support to users of this Participating Addendum. Participation of Contractor's contractors, dealers, and resellers will be in accordance with the terms and conditions set forth in the Master Agreement.

7. Orders:

Any order placed by Participating Entity or a Purchasing Entity for a product or service offered through this Participating Addendum shall be deemed to be a sale under, and subject to the pricing and other terms and conditions of, the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to the order.

8. Effective Date:

Notwithstanding any other effective date contained in this agreement, the rates established under this agreement will be effective no sooner than three weeks after the date Contractor receives a fully executed contract with all required approvals from the Commonwealth or as of the effective date, whichever is later.

9. Term:

In no event shall the term of the Participating Addendum exceed the term of the Master Agreement, as amended.

IN WITNESS, WHEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below.

PARTICIPATING ENTITY **CONTRACTOR**

Signature: DocuSigned by: Joan Graham 108D2A328E594E8...	**Signature:** DocuSigned by: Richard E Wegner DAAAEA918C8B4AD...
Name: Joan Graham	**Name:** Richard E Wegner
Title: Executive Director	**Title:** Director Government Sales
Date: 6/22/2022	**Date:** 6/22/2022